



**Infrastructure  
Canada**

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**Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No./N° du contrat <b>3517304</b>
Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement <b>SO/OC: E60ZT-16TSSO/109/ZT</b>
Period of Contract (M/D/Y) - Période du contrat (M/J/A) <b>From/Du: 01/30/2019 To/Au: 08/30/2019</b>

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
<b>001</b>	<b>24,577.50 CAD</b>	<b>0.00 CAD</b>	<b>21,750.00 CAD</b>	<b>2,827.50 CAD</b>	<b>24,577.50 CAD</b>

Issuing Office Address - Adresse du bureau d'origine <b>INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6  QA001</b>	Contractor name and address - Nom et adresse de l'entrepreneur <b>ÉVALUATION PERSONNEL SÉLECTION INTERNATIONAL INC. 6 RUE SAINTE-MARIE GATINEAU QC J8Y 2A3 CANADA</b>
Contact - Personne-ressource <b>Maiko Mongeon</b>	Telephone - Téléphone <b>613-960-8907</b>
Contact - Personne-ressource <b>Sarah Linkletter</b>	Telephone - Téléphone <b>819 771-9078</b>

**PROJECT TITLE - TITRE DU PROJET**  
**Competency Assessment FY 18-19**

The above mentioned Infrastructure Canada contract is hereby amended as follows:

Par la présente, le contrat d'Infrastructure Canada mentionné ci-dessus est modifié comme suit:

**END DATE EXTENSION**

All other terms and conditions of the original contract remain in force. Please sign and return the original of this letter which will serve as an amendment to this contract.

Toutes les autres conditions du marché initial demeurent en vigueur. Veuillez signer et nous retourner l'original de cette lettre qui constituera la modification de ce contrat.

**PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS**

**APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire # l'annexe "D".

**Quebec**

**FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

*[Signature]* **GAUTHIER, VERONIQUE** **25-03-19**  
Signature Date

**CONTRACT APPROVAL - APPROBATION DU CONTRAT**

**Approved for the Minister**

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

**Approuvé pour le Ministre**

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

*[Signature]* **HENDRICK, JENNIFER** **2019-03-25**  
Signature Date

**CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out thereto.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

*[Signature]* **2019-03-25**  
Signature Date

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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must apply provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministres et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### Amendment # 1

Amendment # 1 is raised to extend the end date of the Contract to August 30, 2019.

### Remove:

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

### Insert:

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to August 30, 2019.

\*\*\*\*\*

### 1. Basis of Payment

Category  
TSPS # National Master Standing Offer (SO) number  
Evaluation Personnel Sélection International  
E60ZT-16TSSO/109/ZT for 1.8. Staffing Consultant

#### 1.1 Limitation of Expenditure

The Contractor will be paid for the Work performed in accordance with the Basis of payment detailed below, to a ceiling price of \$ 21,750.00. Customs duties are included and Applicable Taxes are extra.

Activity: Customized Assessment Development

Estimated Number of Units: [REDACTED]

Cost: [REDACTED]

Total: [REDACTED]

Activity: Assessment Integration onto the EPSI Online Testing Platform

Estimated Number of Units: [REDACTED]

Cost: [REDACTED]

Total: [REDACTED]

Activity: Assessment Administration (based on an estimate of 20 candidates)

Estimated Number of Units: 20 candidates

Cost: [REDACTED]

Total: [REDACTED]

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Activity: Assessment Scoring (based on an estimate of 20 candidates)

Estimated Number of Units: [REDACTED]

Cost: [REDACTED]

Total: [REDACTED]

Activity: Assessment Translation

Estimated Number of Units: TBD\*\*\*

Cost: [REDACTED]

Total: \$TBD\*\*\*

\* Depends on the complexity and specifications of the assessment.

\*\* Depends on the number of units/words, essential criteria assessed and complexity of the assessment.

\*\*\* Dependant on the number of words.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75% committed, or

b. four months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.2 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

#### 1.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. a copy of time sheets to support the time claimed;

b. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the following address for certification and payment:

maiko.mongeon@canada.ca

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## Appendix C - Appendice C Statement of Work - Énoncé des travaux

### 1. REQUIREMENT

#### 1.1 Title:

#### - THE COLLECTIVE STAFFING EPSI PILOT PROJECT

#### 1.2 Objective:

- Through this contract we hope to complete our first, HR led, EC-02/EC-03 collective staffing process via an innovative, quick and compliant assessment method. Our goal is to complete an external advertised process with short turnaround times and successfully recruit new and qualified employees for our client's staffing needs. Should this pilot project be successful, we hope to use EPSI's services again in the future.

#### 1.3 Background:

- The message to HR professionals in the federal government at this time is to focus on partnerships with our clients in order to provide strategic, innovative and efficient ways of staffing, recruitment and retention. The DM at INFC has given direction to management to over-staff their teams and, following HR consultations with all branches, a new team was created to run collectives and work on recruitment. Our first goal is to kick start the collective portion; as such, we wanted the EC-02/EC-03 process to test our first innovative way forward via online assessments.

- Prior to selecting EPSI, we researched innovative assessment methods and assisted various council meetings and workshops to determine what other innovations were being used across the public service. We also asked both the PSC's PPC team and EPSI to come and present their innovative methods for testing.

- Although the PSC's testing methods were quite inexpensive in comparison to EPSI, their online testing methods require a secondary in-person test to be taken in order to validate the initial scores. This extra step is not beneficial to our process as it is not efficient for candidates to take a second test of similar nature, nor is it beneficial to our timelines.

- With the goal of removing time spent on logistics and coordination via take home exams, PSC exams, paper exams and more, we decided that an online platform, already used by various government departments, would be the most efficient way forward.

- We completed a demo test of the reasoning exam we plan to use via EPSI and the platform was excellent, user-friendly and the questions were relevant to our required criteria.

- EPSI's presentation covered all of the bases, all of our questions and concerns and went above and beyond our expectations. The time and costs we will save from this contract will far outweigh the cost and, more importantly, the time taken away from the Coordinators and Advisors.

- TO NOTE: Currently an AS-04 process with AEB is taking part in testing from the PSC (paper exam portion). Additionally, the EC-04/EC-05 collective process is invoking assets prior to interviews to appoint those candidates before proceeding with a second round of interviews for the remaining candidates. Through these channels we are demonstrating that we are testing out various methods of assessment.

#### 1.4 Tasks:

- Provide INFC with support, results, reports and an exam via the online testing platform so that we may quickly and efficiently test a large number of people in a short period of time.

#### 1.5 Scope:

- As this is an external process with a national area of selection, we will likely be testing a large number of candidates. With an unknown number of candidates who will apply VS an unknown number of candidates who will pass the screening, it does become difficult to determine costing; however, we have volume management measures in place at the screening stage (random selection, removed the acceptable combination for education, strict screening, etc.).

#### 1.6 Constraints:

- Some candidates may run into issues with access of the online testing platform.

- Some candidates may require accommodations.

- All of these constraints however can be addressed. EPSI's online platform can be used with bandwidth internet connection as low as ISDN (512Kb), they offer IT technical support of varying levels and we will work in collaboration with EPSI to address any accommodation requests.

#### 1.7 Client Support:

- We will in advance, provide the names and contact info of the candidates who require testing.



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- We will provide text that we would like to have included in invitations.
- We will work collaboratively to identify what steps to take with accommodations requests.
- We will provide details on the type of information we'd like to see in reports.
- We will be clear with our expectations.

**1.8 Deliverables:**

- We have already obtained guidance on which test should be used based on what is compliant with the PSEA: We would like to use the Analytical and Problem Resolution Test (APSE). It measures the candidate's ability to problem solve; meaning the ability to analyze and think logically based on a logical or deductive reasoning approach. In particular, it makes use of several cognitive abilities in terms of learning and adaptation where a strong ability to analyze and draw fair conclusions is required with respect to different types of problems. This will test the criteria for Thinking Things Through. The cost is [REDACTED] test. The duration is 75 minutes with twenty-two (22) questions.

- The expectation is for EPSI to clearly identify what kind of support they can and will provide, to be available for any questions we may have, to take care of the logistics of invitations (in collaboration with us to ensure the text is appropriate), provide IT tech support, ensure test monitoring, provide detailed reporting and to communicate with us when there are requests for accommodations. Finally, should there be an official complaint against the assessment methods used, to provide us with defence of their methods before the PST.

- Although we have no set timeframes or numbers of tests/candidates at this time, we do expect everything to be completed in a quick and timely manner. Timelines will be better determined once the poster has closed and we find out the number of candidates screened in.

**1.9 Travel:**

- NA

**1.10 Security Requirements:**

- The following EPSI employees have secret security clearance recognized by the Government of Canada: Sarah Linkletter and Nicolas Roy.

- There may be exposure to Protected-A level information such as names, addresses, PRIs, etc.

- EPSI web-based solution is hosted in a secure data warehouse on servers EPSI owns. They utilize a multi-tier security architecture including, but not limited to, access restriction and monitoring starting at the physical environment; fire and electrical protections; electronic and network access right down to data and user level restrictions on both our backend (servers) and frontend (application). This approach ensures the confidentiality of candidates' related information and the protection of the tests and results hosted on our web-based platform. Their security features meet or exceed the requirements our clients have and respect the Government of Canada standards.

**1.11 Meeting:**

- We would prefer to have at least one meeting at the beginning, to establish next steps, way-forward, expectations, how-to's and levels of support and service.

- Everything else can be discussed and resolved via e-mail and/or phone call.

**1.12 Official Languages:**

- The Department is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the bidder's team includes individuals fluent in both official languages in order to communicate verbally and in writing in the preferred official language of the study participants. Luckily, EPSI works collaboratively with organizations to develop customized assessments in both French and English and are able to provide services, support and products in both official languages (French and English). In the past the firm has provided various organizations tailor-made evaluation tools in both official languages.

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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

#### 3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Officer must comply with the provisions of the:

a) Security Requirements Check List and security guide (if applicable), attached at Annex D

b) Industrial Security Manual (Latest Edition).

#### 4 Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

#### 5 Authorities

##### 5.1 Contracting Authority

*The Contracting Authority for the Contract is:*

Jennifer Hendrick  
Manager Procurement Services  
Corporate Services, Finance & Administration, Procurement Services  
[jennifer.hendrick2@canada.ca](mailto:jennifer.hendrick2@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 5.2 Project Authority

*The Project Authority for the Contract is:*

Cathryn Taubman





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Director, Strategic HR Management  
Infrastructure Canada  
613-948-3769  
cathryn.taubman@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Sarah Linkletter, M.A.  
Ph.D Student  
Manager, Executive Accounts  
Telephone: 819-771-9078, [REDACTED]  
E-mail: [REDACTED]  
Website: cpsr-inc.com

### 6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.
- (b) Annex C, Statement of Work
- (c) Annex B, Basis of Payment;
- (d) Security Requirements Check List
- (e) The Contractor's bid dated January 15 2019

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Contract No / N° du contrat  
3517348

Standing Offer No / Supply Arrangement No.  
No de l'offre # commandes / No arrangement en matière d'approvisionnement  
SA/AMA: E60ZT-16TSSB/117/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 02/11/2019 To/Au: 05/16/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			287,500.00 CAD	37,375.01 CAD	324,875.01 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
  
QA001

Contractor name and address - Nom et adresse de l'entrepreneur

RAYMOND CHABOT GRANT THORNTON  
CONSULTING INC  
1000-116 ALBERT ST  
OTTAWA ON K1P 5G3  
CANADA

Contact - Personne-ressource

Kathleen Bouchard.

Telephone - Téléphone

613-790-1838

Contact - Personne-ressource

Marco Perron

Telephone - Téléphone

PROJECT TITLE - TITRE DU PROJET

Smart Cities Challenge - Expert Review

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire # l'annexe "D".

Ontario

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

TREMBLAY, JENNY

Signature

Date

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER

Signature

Date

#### CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Feb. 15, 2019



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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### **ANNEX B Basis of Payment**

#### **PRICING SCHEDULE- Stream 3 Project Management Services**

The rates and prices specified below include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

1. all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
  2. any travel expenses for travel between the Contractor's place of business and the NCR; and
  3. any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid according to the schedule of payment below, Goods and Services Tax, Harmonized Sales Tax are extra, if applicable.
  2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.
  3. Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract, 10 percent of the amount claimed and approved by Canada if:
    - a. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.  
"The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted."

#### **Deliverables:**

\*Deliverable(s) before March 31, 2019 cannot exceed [REDACTED]

Completion, delivery and acceptance of Deliverable # 1A + 1B (Introductory Meeting & Preparatory Work) : [REDACTED]

Completion, delivery and acceptance of Deliverable # 2A (Methodology and Project plan): [REDACTED]

Completion, delivery and acceptance of Deliverable # 2B (Updated Methodology & Project Plan): [REDACTED]

Completion, delivery and acceptance of Deliverable # 3 (Weekly Status Reports) : [REDACTED]



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ATIA - 20(1)(c)

ATIA - 20(1)(d)

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Completion, delivery and acceptance of Deliverable # 4A (Assessment Report #1): [REDACTED]

Completion, delivery and acceptance of Deliverable #4B-4T (Assessment Reports #2 - #20 : [REDACTED]

Total Bidder Price (Sum of all Deliverables + Other Direct Charges) \$287,500.00

### **Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$287,500.00**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid by Direct Deposit (Domestic and International);

### **Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the status report.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

kathleen.bouchard@canada.ca



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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **1. TITLE**

Assessment of all Smart Cities Challenge finalist proposals

### **2. OBJECTIVE**

Infrastructure Canada (INFC) requires a contract with an independent external party to inform the overall process of deliberation in the selection of winners of the first competition of the Smart Cities Challenge.

### **3. BACKGROUND**

The Smart Cities Challenge is a pan-Canadian competition open to communities of all sizes, including municipalities, regional governments and Indigenous communities (First Nations, Métis and Inuit). The Challenge encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology.

Further background and information about the Smart Cities Challenge can be found on the INFC website: <http://www.infrastructure.gc.ca/cities-villes/index-eng.html> and on the Impact Canada Initiative platform: <https://impact.canada.ca/en/challenges/smart-cities>.

On June 1st 2018, the Prime Minister announced the 20 Smart Cities Challenge finalists. These finalist communities are now developing final proposals which will be assessed and reviewed following their receipt on March 5th, 2019. Winners will be identified in each prize category in late spring 2019.

Final proposals submitted by finalist communities will be no longer than 75 pages in length, exclusive of financial information.

The independent Smart Cities Challenge Jury (appointed in April 2018) is responsible evaluating the final proposals of the Smart Cities Challenge and for recommending a slate of winners for three prize categories to the Minister of Infrastructure and Communities. The Minister is responsible for selecting the winners.

### **4. SCOPE**

A core component of the Smart Cities Challenge's overall final proposal evaluation process is the engagement of an external Supplier to assemble and draw upon the expertise of relevant technical and subject matter experts. This approach is intended ensure the utmost rigour in the evaluation process, to support the Smart Cities Challenge Jury in its deliberations and recommendations and ultimately the Minister of Infrastructure and Communities in his selection of winners for each prize category.

To effectively meet the requirements of this RFP, the Supplier will propose a methodology and project plan and identify a team of technical and subject matter experts that, using the evaluation criteria laid out in the Smart Cities Challenge Finalist Guide, will provide professional reviews (assessment reports) of the overall feasibility, completeness and risks of planning and implementing the innovative projects proposed by the twenty Smart Cities Challenge finalists. They will provide assessment reports for each of the finalist proposals.

The Supplier's assessment reports should be based on the experts' knowledge of current technologies, as well as project, governance, financial and implementation plans, etc. Reports should take into account diverging community characteristics in order to inform the Jury of risks and issues not readily perceivable to non-subject-matter experts. They should be as detailed as possible, commensurate with this RFP's available budget.

The relevant evaluation criteria for the finalist proposals are summarized as follows:

Performance measurement (Chapter 2)

- " Plan is detailed, complete, feasible, and well-suited to achieve the outcomes: 10 points
- " Plan forms a solid basis for development of outcomes-based contribution agreement: 10 points
- " Risk strategy is thorough and adequately addresses key risks: 5 points



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**Project management (Chapter 3)**

- " Plan is detailed, complete, feasible, and well-suited to achievement of outcomes: 10 points
- " Plan supports the implementation of projects: 10 points
- " Risk strategy is thorough and adequately addresses key risks: 5 points

**Technology (Chapter 4)**

- " Plan is detailed, complete, feasible, and well-suited to achievement of outcomes: 10 points
- " Plan supports the implementation of projects: 10 points
- " Risk strategy is thorough and adequately addresses key risks: 5 points

**Governance (Chapter 5)**

- " Plan is detailed, complete, feasible, and well-suited to achievement of outcomes: 10 points
- " Plan, including partnerships, supports the implementation of projects: 5 points
- " Risk strategy is thorough and adequately addresses key risks: 5 points

**Data and privacy (Chapter 7)**

- " Plan is detailed, complete, high quality, and well-suited to achievement of outcomes: 10 points
- " Plan supports the implementation of projects: 5 points
- " Open and big data strategies are employed to the extent possible and facilitate transferability and replicability of technologies and projects: 5 points

**Financial (Chapter 8)**

- " Plan is detailed, complete, high quality, and well-suited to achievement of outcomes: 10 points
- " Plan supports the implementation of projects: 5 points
- " Report on the use of the finalist grant is detailed, complete, and demonstrates a rational and effective use for the development of the final proposal and sound management of project funding: 5 points
- " Risk strategy is thorough and adequately addresses key risks: 5 points

**Table 4.1 - SAMPLE RUBRIC\***

Exemplary demonstration with no weaknesses: 10 points

Very good demonstration on virtually all aspects, some weaknesses of modest consequence: 8 points

Reasonably good demonstration on most aspects with some weaknesses that need addressing: 6 points

Some good aspects, some questionable/weak demonstrations that need to be addressed: 4 points

Several serious weaknesses on crucial aspects and some unsatisfactory demonstrations: 2 points

No demonstration : 0 points





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\*Sample provided as per the evaluation requirements found in the Finalist Guide

The supplier will provide assessments for each criterion under the chapters specified above and support their scores with qualitative rationale in a short report for each final proposal. This information will be conveyed to the Jury for consideration as part of its review and deliberations.

It is expected that the Supplier will have access to experts with real-world experience and knowledge in a broad range of areas in order to build its proposed team. In addition to subject matter experts in technology areas, the Supplier will also provide experts in areas related to sound project management, including data management, financial planning, governance and performance measurement, while remaining cognizant of the impact of community characteristics on project implementation (e.g. population size, location, Indigenous). Experts may be asked to take part in deliberation in person or through conference calls with Jury members or members of the Smart Cities Challenge team.

These fields and areas of technology include, but are not limited to\*:

- " Artificial intelligence (AI)
- " Assistive technology
- " Augmented reality (AR) or Virtual reality (VR)
- " Autonomous and connected vehicles
- " Big data analytics
- " Cloud computing
- " Enterprise solutions
- " Environmental monitoring
- " Geospatial
- " Health or Medical technology
- " Internet of Things (IoT)
- " Mobile applications
- " Networks
- " Open data platforms Payment platforms
- " Sensors
- " Video analytics
- " Wearables
- " Data management (e.g. data ownership, cybersecurity, privacy and privacy impact assessments)
- " Governance models
- " Project management, including implementation
- " Financial planning
- " Performance measurement
- " Community-specific considerations (e.g. rural, remote, Indigenous, etc.) with respect to this list of fields and technology areas

Hyperlinks to the initial applications submitted by the twenty finalist communities in April 2018 can be found in Annex E. These submissions provide an indication of the kinds of subject matters and technologies considered by the finalists as part of their overall plans. Final proposals will build upon these preliminary submissions.

\*As part of the delivery schedule, and in compliance with the terms found in Annex D Section 5.2.3, the chosen Supplier will be able to make changes to its proposed team of experts once the finalist proposals have been received. This is to ensure that the correct team is in place to review the proposals.

## **5. PROJECT OUTLINE AND DELIVERABLES**

As part of this contract, the Supplier will be accountable for the following key deliverables. As a solutions-based contract, the approach in delivery will be determined by the Supplier and articulated as part of the bid.

### **Deliverable #1 Preparatory work and introductory meetings**

The Supplier will undertake discussions with the Smart Cities Challenge office (the "Project Authority") to fully understand the objectives of the process and the nature of the projects that will be evaluated, and to finalize the approach that will be used to produce assessments reports for the twenty final proposals of the Smart Cities Challenge.

### **Deliverable #2 Methodology and Project Plan**

The Supplier will finalize a Methodology and Project Plan commensurate with this RFP's available budget. The Supplier will propose an approach to deliver high quality assessment reports for each of the final proposals by the project deadline.

Elements of the Methodology and Project Plan may include, for example:

- Description and justification for how and when updates and assessment reports will be delivered on time



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- Description of how quality control and consistency will be ensured across assessment reports
- Description of how information and updates will be provided to the Project Authority
- Description of contingency plans and/or mitigation measures, including those related to conflicts of interest, as applicable
- Description of the team of experts to be assigned to the project, as described in MT2 below.

**Deliverable #3 Weekly Updates and Briefings**

Given the tight timeline and no possibility for extensions, mandatory weekly status updates are a requirement. Meetings (via teleconference or in-person) will be held on an as-needed basis as determined by the Project Authority and/or Supplier.

The Supplier must provide weekly status updates to the Project Authority that must, at a minimum, include the following:

- Summary of activities performed during the period, as per the Methodology and Project Plan
- Up-to-date planned timelines for delivery of products (e.g. assessment reports, summaries, updates)
- Notice, description and planned mitigation of any activities that may require attention or escalation or may extend beyond agreed timelines

**Deliverable #4 Assessment reports for each of the twenty finalist proposals**

The Supplier will deliver at minimum a short report for each final proposal that clearly and succinctly provides the ratings and qualitative rationale for each of the evaluation criteria, as well as a global assessment of the overall feasibility, completeness and risks of the proposals.

The Supplier will also provide an executive summary for each assessment report not exceeding two (2) pages in length.

**Table 5.1 Deliverables and Schedule**

The following table summarizes the project deliverables and the respective due dates as outlined in the Statement of Work:

**Deliverable:**

Introductory Meeting(s)/Project Kick-Off (D1A)

Type: Verbal briefing with documents

Date: February 7

**Deliverable:**

Preparatory Work (D1B)

" Project Charter

" Draft Methodology and Project Plan

Type: Verbal briefing with documents

Date: February 7- 21 (TBD)

**Deliverable:**

Final Methodology and Project Plan (D2A)

" RCGT Smart Cities Proposal Evaluation tool

Type: Document - Microsoft Excel tool

Date: February 21 (TBD)

**Deliverable:**

As required: adjustments to the Methodology and Project Plan, inclusive of the composition of project teams, following review of finalist proposals (D2B)

Type: Verbal briefing Documents - Microsoft Excel tool

Date: March 6-12 (TBD)

**Deliverable:**

Weekly briefings to Project Authority (D3)

" Draft of Preliminary Assessment report

" Draft RCGT Smart Cities Proposal Evaluation tool to support Preliminary Assessment Report

Type: Verbal briefing Documents - Microsoft Excel tool

Date: Ongoing



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**Deliverable:**

Preliminary Assessment Report based on 1 complex proposal (D4A)

" RCGT Smart Cities Proposal Evaluation tool to support Preliminary Assessment Report

Type: Documents Microsoft Excel tool

Date: March 18, 2019 (or earlier)

**Deliverable:**

Finalize remaining 19 Assessment Reports (D4B-D4T)

" RCGT Smart Cities Proposal Evaluation tool to support Assessment Reports D4B through D4T

Type: Documents Microsoft Excel tool

Date: April 8, 2019 (latest)

**Deliverable:**

Availability for Jury Question (D5)

Type: Documents Verbal briefings

Date: Up to April 30th 2019

## **6 Roles**

### **6.1 The Project Authority will:**

- Provide background material (for reference) and final proposals (to be assessed) to the Supplier;
- Provide logistical arrangements for weekly meetings or teleconferences as necessary; including maintaining a 'rolling agenda' for the supplier;
- Provide guidance and clarity regarding interpretation of the evaluation criteria, timelines and expectations;
- Upon receipt of update and/or assessment reports or, commit to provide comments to the Supplier within two (2) business days
- Act as interface between the Supplier and the Smart Cities Challenge Jury, including:
  - o distributing proposal assessments to the Jury as they become available;
  - o conveying questions and required clarifications between the Jury and the Supplier

### **6.2 The Supplier will:**

- Deliver update reports, assessment reports and executive summaries according to the timeline set out in their Methodology and Project Plan and respecting the final deadline of April 8, 2019;
- For each assessment report:
  - o provide ratings and qualitative rationale of the evaluation criteria as identified in Annex A, Section 4. (Scope);
  - o provide global assessments of the overall feasibility, completeness and risks of the proposal.
  - o provide an executive summary for each comprehensive report not exceeding two (2) pages in length.
- Provide all products in Microsoft Office format;
- Provide all reports to the Project Authority.

## **7. APPLICABLE DOCUMENTS**

Smart Cities Challenge Applicant Guide

Smart Cities Challenge Finalist Guide

Spotlight on Finalists

## **8. TRAVEL**

No travel is associated with this requirement.



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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

#### 1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a designated organization screening at the level of Protected, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1. The Contractor/Officer personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS as required, granted or approved by CISD/PWGSC.
2. The Contractor/Officer MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Officer must ensure that its personnel are made aware of and comply with this restriction.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Officer must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex D;
  - b. Industrial Security Manual (Latest Edition).

#### 4 Term of Contract

##### 4.1 Period of the Contract

The Work is to be performed between the contract award date and the contract end date of May 16, 2019. All deliverables must be provided no later than this date.

#### 5 Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract will be determined at Contract Award.

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Jennifer Hendrick  
Manager Procurement Services, Corporate Services  
Infrastructure Canada / Government of Canada  
[jennifer.hendrick2@canada.ca](mailto:jennifer.hendrick2@canada.ca) / Tel: 613-960-6334



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## 5.2 Project Authority

The Project Authority for the Contract will be determined at Contract Award.

Kathleen Bouchard  
Senior Analyst, Smart Cities Challenge  
Infrastructure Canada / Government of Canada  
kathleen.bouchard@canada.ca / Tel: 613-790-1838

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

The Contractor's representative will be determined at Contract Award.

Marco Perron, CA, CPA (Illinois) Partner  
Raymond Chabot Grant Thornton  
116 Albert St, Suite 1000  
Ottawa, Ontario, K1P 5G3  
Phone: [REDACTED]

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada

## 6. Certifications and Additional Information

### 6.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List; and
- (f) The Contractor's proposal dated January 18, 2019.